

EXHIBIT 12

Condensed Transcript

In the Matter Of:

NEW ENGLAND COMPOUNDING PHARMACY INC. PRODUCTS LIABILITY

VIDEOTAPED DEPOSITION OF

RITU T. BHAMBHANI, M.D.

February 10, 2016



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VIDEOTAPED DEPOSITION OF RITU T. BHAMBHANI, M.D. on 02/10/2016

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

IN RE: NEW ENGLAND
COMPOUNDING PHARMACY, INC. MDL No. 2419
PRODUCTS LIABILITY LITIGATION Master Docket
1:13-md-02419-RWZ

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VIDEOTAPED DEPOSITION DUCES TECUM
OF RITU T. BHAMBHANI, M.D.

Wednesday, February 10, 2016

Reported by: Lori J. Goodin, RPR, CLR, CRR,
Realtime Systems Administrator
Assignment No. 26236



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1 to assume, would that affect your decision to use
2 compounds?

3 MS. STEINER: Same objection.
4 Unless you are asking it in the present
5 tense, which is --

6 THE WITNESS: I don't know how to
7 answer it any different. I'm not sure.

8 BY MR. ROTH:

9 Q. Do you know what it means when, or
10 would you have an understanding of what it means
11 if the drug is altered?

12 A. I'm sorry, a drug is?

13 Q. Adulterated. Sorry.

14 MS. STEINER: Try it again.

15 BY MR. ROTH:

16 Q. Do you know what it means or do you
17 have an understanding, and his handwriting is
18 very good, do you have an understanding of what
19 it means if a drug is adulterated.

20 MS. STEINER: Objection as to form.

21 THE WITNESS: Like, definition of
22 adulterated? I don't know if I can give the
23 dictionary definition. It is not in the form
24 that it is supposed to be in?

25 BY MR. ROTH:

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1 Q. Okay. If you were aware between the
2 time, between 2008 when you had responsibility
3 for purchasing or deciding what drugs to use, up
4 to the recall, that NECC had issues with
5 adulterated compounds, would that affect your
6 decision to purchase compounds from NECC?

7 MS. STEINER: Objection as to form
8 and foundation.

9 THE WITNESS: Again I'm,
10 hypothetically speaking, I'm not, again, I
11 just don't know how to answer because it is
12 so broad.

13 So much would have to depend on, you
14 know, what type of problem and how it was
15 addressed.

16 And, then see, you know, that there
17 were options, I guess, when I started using
18 it. And I used it for a while.

19 So, at any given point in time, if I
20 was made aware of something, I would have to
21 look at it and see.

22 BY MR. ROTH:

23 Q. Okay. Do you have in front of you
24 or handy 1051? It is the answers to?

25 MS. STEINER: She has all of the

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1 exhibits, so --

2 BY MR. ROTH:

3 Q. Okay. Is that the Answers to
4 Interrogatories? Right. And if you can turn to
5 Page 3.

6 Then, and the question is, "When,
7 how, and why did Box Hill decide to purchase
8 compounded medications from NECC."

9 Do you see that question?

10 A. The first one, yes.

11 Q. Yes.

12 A. Uh-huh.

13 Q. And, your answer after the objection
14 and recognizing that I think there is general
15 objections in the answers is "Dr. Bhambhani was
16 the sole individual at Box Hill who made
17 decisions about purchasing preservative-free
18 methylprednisolone and acetate MPA from NECC.

19 "Dr. Bhambhani had used
20 preservative-free MPA from NECC when she
21 practiced at a previous medical practice. Even
22 before she started the Box Hill Surgery Center.

23 "She was not involved in the
24 purchasing decisions of the previous medication
25 and had not experienced any previous adverse

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1 effects from NECC's MPA.

2 "NECC was licensed with Maryland
3 Board of Pharmacy and as such she continued to
4 purchase from NECC while at Box Hill."

5 Have I read that answer correctly?

6 MS. STEINER: I'm not sure you have
7 read it exactly correctly, you said previous
8 medication and not previous medical practice
9 and you conjoined the last two sentences. I
10 think they are separate sentences.

11 BY MR. ROTH:

12 Q. Okay. So, the last, the if I can
13 just, "She was not involved in the purchasing
14 decisions at previous medical practice and had
15 not experienced any previous adverse effects from
16 NECC's MPA.

17 "NECC was licensed with Maryland
18 Board of Pharmacy. As such, she continued to
19 purchase MPA from NECC while at Box Hill."

20 Now have I read that correctly?

21 A. Yes.

22 Q. And, does that describe the reason
23 why NECC was selected by you to provide
24 preservative-free MPA?

25 MS. STEINER: Beyond that which she



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1 has already answered in this deposition?

2 MR. ROTH: Yes.

3 THE WITNESS: I was going to say I

4 have gone beyond this and given more

5 background in having had problems or side

6 effects, seeing side effects from the steroid

7 used prior, the reason I started using it

8 based on Dr. Dickson's recommendation, having

9 used it for years over there without any

10 problems. It is correct I was not involved

11 with the purchasing decision over there.

12 And when I started Box Hill Surgery

13 Center I decided I was going to continue

14 using the same products I had used prior

15 without any issues.

16 BY MR. ROTH:

17 Q. Well, to be fair, the issues with

18 respect to side effects, the conversations you

19 had with the doctor who you had worked with,

20 those related to a decision to use

21 preservative-free MPA.

22 At the time you didn't know that

23 they were purchasing from NECC; isn't that right?

24 A. When Harford County decided to

25 purchase it?

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1 Q. Right.

2 A. I don't, I am not sure if that is

3 who they got it from day one over there or not.

4 That is who they were getting it from when I left

5 and I asked who were they getting it from at the

6 time in 2008.

7 Q. Right. And so, my, all of that

8 background that you have described, related to

9 your decision to use preservative-free MPA, not

10 the source of that preservative-free MPA.

11 I mean earlier on in this

12 deposition, you are looking at me like I have two

13 heads here.

14 A. No, no.

15 Q. Early in the deposition I was asking

16 you about your decision to use preservative-free

17 MPA, and drew a distinction between that decision

18 and the source of it, do you recall that?

19 A. So, if the question is the decision

20 to use it?

21 Q. No, I'm sorry.

22 A. Or where to get it from?

23 Q. That's right. What I'm trying to

24 confirm is that your decision to purchase from

25 NECC was based upon your conversation with the

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1 folks from Harford, right?

2 A. And having used NECC's

3 preservative-free MPA at Harford for years

4 without any problem.

5 Q. Right.

6 A. Yes.

7 Q. Okay. And, other than speaking with

8 the folks from Harford in 2008, did you have any

9 conversation with anybody else about NECC in 2008

10 when you made the decision to continue with them?

11 A. Not that I recall.

12 Q. Okay. One of the things you mention

13 in the Answers to Interrogatories is that NECC

14 was a, was licensed with the Maryland Department

15 of Pharmacy.

16 Did you verify that in 2008?

17 A. I don't remember specifically one

18 way or the other.

19 Again, it was being used at the

20 other center where I was.

21 They had been getting it for a

22 period of time. I had been using it there no

23 problems.

24 So, when I decided to get it, did I

25 specifically ask for that license? I don't

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1 remember.

2 Q. Okay. I think it is 1055 is the

3 subpoena?

4 MS. STEINER: No, 1055 is the first

5 version of her CV. 1054 is the CV.

6 MR. ROTH: 1053?

7 MS. STEINER: 1053 is the response

8 to the PSC's revised opinion.

9 MR. ROTH: Can I just make sure I'm

10 looking at the same. Right, okay. 1053 is

11 the response to the subpoena.

12 BY MR. ROTH:

13 Q. And, if you look at Page 8, one of

14 the things, Request Number 12 asks for, I'm

15 looking at the wrong document.

16 It asks for "Any marketing

17 information, any and all documents and/or

18 electronic stored information reflecting or

19 containing marketing information from NECP (sic),

20 NECP's agents, or any sales company or person,

21 marketing or selling or attempting to sell

22 products on behalf of NECP."

23 In response, we were provided under,

24 it is Tab 12; it is on Page 137 and 138.

25 MS. STEINER: You said 138?



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<p style="text-align: right;">Page 106</p> <p>1 between 2008 and the time of the recall?</p> <p>2 A. No, not for NECC or any other</p> <p>3 supplier of products that I was getting.</p> <p>4 Q. Were you aware between 2008 and the</p> <p>5 time of the recall as to whether or not NECC had</p> <p>6 microbiology reports or data?</p> <p>7 A. Not that I recall them sending</p> <p>8 anything like that to us.</p> <p>9 Q. Did you ever request NECC to provide</p> <p>10 you with microbiology reports between 2008 and</p> <p>11 2013?</p> <p>12 A. I don't personally remember</p> <p>13 requesting a report.</p> <p>14 If anything, unless my nurse reached</p> <p>15 out to get something like that after the recall,</p> <p>16 I'm not aware.</p> <p>17 I don't personally remember reaching</p> <p>18 out to NECC to try and get a report like that</p> <p>19 before or after the recall.</p> <p>20 Q. Okay. Well right now I want to</p> <p>21 focus on 2008 and before the recall.</p> <p>22 MS. STEINER: Your question had</p> <p>23 included up until 2013, previously.</p> <p>24 THE WITNESS: 2013.</p> <p>25 MR. ROTH: Thanks, I apologize for</p>	<p style="text-align: right;">Page 108</p> <p>1 different times.</p> <p>2 Q. Okay. And was the supplier somebody</p> <p>3 who was local in the Maryland area?</p> <p>4 A. I mean the supplier would be someone</p> <p>5 like Henry Schein or CuraScript, these are</p> <p>6 national companies. Do they have a local office?</p> <p>7 I don't know.</p> <p>8 Q. Okay. You have answered my</p> <p>9 question. Who were suppliers that you used</p> <p>10 between 2008 and up to the time of the recall for</p> <p>11 injectables?</p> <p>12 A. Those would be Henry Schein or</p> <p>13 CuraScript or McKesson for, there is someone I'm</p> <p>14 missing, I can't remember off the top of my head.</p> <p>15 Q. Okay. And I apologize if I asked</p> <p>16 you this question.</p> <p>17 Do you know whether or not between</p> <p>18 2008 and before the recall there were</p> <p>19 alternatives to MPA preservative-free for an</p> <p>20 injectable steroid?</p> <p>21 MS. STEINER: Objection, asked and</p> <p>22 answered. But you can answer it again.</p> <p>23 THE WITNESS: Yes, because like I</p> <p>24 said before, I don't remember looking around</p> <p>25 for other alternatives since I had already</p>
<p style="text-align: right;">Page 107</p> <p>1 that.</p> <p>2 BY MR. ROTH:</p> <p>3 Q. Between 2008 and until the time of</p> <p>4 the recall, did you ever request or did anyone</p> <p>5 from Box Hill ever request any microbiology data</p> <p>6 from NECC?</p> <p>7 A. No, like I said earlier, not from</p> <p>8 NECC or who we were getting the other injectables</p> <p>9 from, no.</p> <p>10 Q. Okay. And who else were you</p> <p>11 getting, were you getting injectable MPA from</p> <p>12 anyone other than NECC?</p> <p>13 A. No, not injectable. Any other</p> <p>14 injectables, dye, or local anesthetic, or the</p> <p>15 kits are sterile, or the skin prep, I don't</p> <p>16 remember requesting such reports for any of</p> <p>17 those.</p> <p>18 Q. Are the dyes or the, are they</p> <p>19 compounded?</p> <p>20 A. Not to the best of my knowledge.</p> <p>21 Q. Who did you get the dyes from?</p> <p>22 A. Over the years I used Iscove and</p> <p>23 Omnipaque. I'd have to go through the records to</p> <p>24 see who would have been the supplier, not the</p> <p>25 manufacturer, but the supplier for those at</p>	<p style="text-align: right;">Page 109</p> <p>1 used it before. No problems.</p> <p>2 And not just that, all of the other</p> <p>3 products, too, decided that I was going to</p> <p>4 continue using the same.</p> <p>5 BY MR. ROTH:</p> <p>6 Q. Is Depo-Medrol MPA?</p> <p>7 A. Depo-Medrol is methylprednisolone.</p> <p>8 Q. Is that a brand name, Depo-Medrol?</p> <p>9 A. That is a brand name.</p> <p>10 Q. And who manufacturers it?</p> <p>11 A. Currently Pfizer.</p> <p>12 Q. Did you know whether or not in,</p> <p>13 between 2008 until the time of the recall, Pfizer</p> <p>14 made Depo-Medrol in a preservative-free form?</p> <p>15 A. I don't know.</p> <p>16 Q. Pfizer is not a compounding</p> <p>17 pharmacy, correct?</p> <p>18 A. I understand they are a</p> <p>19 manufacturing company.</p> <p>20 Q. Okay. I think you can put that</p> <p>21 stuff away. I'm going to switch gears a little</p> <p>22 bit.</p> <p>23 I want to talk a little bit about</p> <p>24 how you purchased MPA from NECC.</p> <p>25 Were you aware between 2008 and the</p>



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